

Request for Proposal

Technical Advisory Groups

Technical Support of the State's Assessment Programs

1. PURPOSE

This Request for Proposal (RFP) invites submissions for objective technical advice on the operations of California's large-scale assessment programs and advice on the policy implications of testing decision establishment by legislation, the California State Department of Education (CDE) and the State Board of Education (SBE).

The increased complexity of California's testing programs for K-12 students and the high stakes nature of these tests has greatly expanded the need for advice from experts in all areas of testing and curriculum. Test results are now used for accountability for schools (with potential financial rewards for schools and their teachers), for scholarships for individual students, to qualify students to graduate from high school, for local promotion and retention decisions, for the identification and reclassification of English learners, for program evaluation, and to evaluate and report on alternate assessments.

The knowledge and practical experience of experts is essential to ensure that CDE staff and the SBE are fully informed about testing issues and their implications for establishing sound testing policy. It is especially important to have input from experts outside of the CDE. These experts enhance the objectivity of discourse that occurs prior to an operational or policy decision. The advisory groups will be composed of professional educators, practitioners, psychometrician, curriculum and testing experts, and as such, can provide a perspective that is independent of the CDE. The advisory groups can help clarify difficult issues about large scale testing by providing CDE and SBE with alternative information to flesh out the advantages and disadvantages of relevant options.

The CDE anticipates that the work described in this RFP will begin approximately June 16, 2003, and continue through June 30, 2005. The allocation for the work described by this RFP is contingent upon continued funding through the annual budget process.

2. BACKGROUND

The responsibility of CDE to conduct these analyses and studies can be found in Senate Bill 233 (Chapter 722/01, Education Code (EC) 60602). This bill expresses the Legislature's intent that California's testing system for elementary and secondary schools must provide a system of individual student assessments that meet the differing needs of the state, school administrators, teachers, parents and guardians, and pupils (SB 233, SECTION 1 [a]).

These experts are necessary in order to make decisions that will be required to ensure that the new tests meet the necessary psychometric standards and are properly coordinated with California's current set of high stakes tests. For CDE to take full advantage of the advisory groups, they will need to include the best representatives of the academic community and local education agency practitioners who have a wide array of testing and/or curriculum expertise. Experts serving on advisory groups would need to have the approval of CDE and SBE. **All advisory members who participate will need to have the approval of CDE and SBE.**

Senate Bill 233 (Alpert, 2001, EC 60602) requires a number of modifications to California's testing system. These modifications have either now been implemented or are in the process of being implemented. One of these requirements is that, where possible, state tests are consolidated to reduce redundancy and testing time as long as technical quality can be maintained (SECTION 1 [b] [2]).

To meet this requirement, the Golden State Examinations (GSEs) in Reading and Writing and in High School Mathematics have been modified to augment corresponding California Standards Tests (CSTs) in order to make the augmented tests useful for college placement, credit, and admissions. Senate Bill 233 requires that these tests meet the psychometric standards required for other exams used for similar purposes. The augmented design has reduced testing time for the Reading and Writing GSE from 180 to 90 minutes and for the High School Mathematics GSE from 90 to 50 minutes. In addition, in order to reduce testing time devoted to the nationally normed test as required by SB 233 (SECTION 1 [b] [6]), the normed test in history-social science at grades 9 through 11 has been eliminated, and shortened versions of the California Achievement Test (CAT/6) normed tests are being implemented in 2003 in both mathematics and English-language arts at grades 2 through 11.

To meet the SB 233 requirement that a standards-based test be added to the STAR program in the upper elementary grades in both history/social science and science (SECTION 1 [b] [3]), two modifications have been introduced. One modification was the introduction of a new Science CST at grade 5. Items for this test are being field tested in 2003 for use on the operational test, which will be implemented in 2004. The other was elimination in 2002 of the grade-9 History-Social Science CST and the introduction of a grade-8 History-Social Science CST that addresses grade 6 through 8 history-social science content standards.

To meet the SB 233 requirement for a standards-based general math test (SECTION 1 [b] [5]), a new General Mathematics Standards Test has been introduced for students in grades 8 and 9 who are not enrolled in a standards-based math course or are in the first year of a two-year Algebra I course. To meet one more SB 233 requirement (SECTION 1 [b] [4]), the nationally normed CAT/6 has been implemented in science at grades 9, 10, and 11 until appropriate standards-based tests have been developed for high school science.

The Technical Advisory Groups described in this RFP will be expected to provide advice and guidance on issues arising from implementation of the modifications to STAR described above, on the implications of those modifications, and on other issues relating to the coordination of the STAR program with the rest of California's testing program.

Areas in which the Technical Advisory Groups may be expected to provide advice include special education testing and accommodations, test design and development, alternative testing strategies, and psychometric issues such as scaling, performance-level setting, validity, reliability, test bias, and scoring procedures for constructed response items.

3. SCOPE OF THE PROJECT

This project encompasses the tasks that provide a format for CDE to obtain objective advice and consultation on its high stakes testing programs with the expectation of having testing experts make recommendations to optimize the efficiency of the testing program. The tasks include organizing advisory groups for each testing area (Standardized Testing and Reporting, Golden State Exams, California High School Exit Exam, California English Language Development Test, and Test Policy Experts.

After each advisory session the successful bidder will be responsible for providing CDE with reports that, in addition to summarizing, provide an in-depth analyses of the issues discussed, the conclusions reached, and the recommendations presented. CDE anticipates that each advisory session will generate one or more reports.

The successful bidder will be responsible for related administrative activities associated with the meetings. These activities include the following: arranging for meetings; making all administrative and financial arrangements for participants, including reimbursement, travel, and per diem; securing meeting rooms; developing, printing, packaging, and distributing materials to participants; and organizing a debriefing session and summary reports for CDE staff.

3.1 Technical Advisory Groups for STAR, GSE, CAHSEE, CELDT, and Test Policy Experts

Technical Advisory Groups

The successful bidder will have the responsibility of arranging for four- six annual meetings for each of the State's large scale testing programs (i.e. STAR, GSE, CAHSEE, CELDT) and the Test Policy Experts for a total of forty meetings. Each advisory group will consist of six to eight members. The advisory group participants will need to discuss current testing problems and make recommendations to optimize the efficiency of the testing program.

For the Technical Advisory Groups the work will consist of providing advice and making recommendations in the following areas:

- Special Education (test accommodations and modifications);
- Test design and development;
- Alternative testing strategies; and
- Psychometric issues (scaling, performance-level setting, validity, reliability, test bias, and scoring procedures for constructed-response test items.)

For example, previously STAR included the use of test results in the Academic Performance Index (API) and the selection criteria for the Governor's Scholarship Programs. Previously with GSE it included the use of the augmented CST/GSE test results for higher education placement

purposes. CELDT's examples include the analysis of CELDT to ensure its accuracy in measuring the English proficiency of English learners. CAHSEE's examples include issues surrounding the test construct and a student's opportunity-to-learn the subject matter of the CAHSEE tests.

The successful bidder will need to ensure that each advisory group has members with expertise in the specific test area for which they will be advising (STAR, GSE, CAHSEE, and CELDT) as well as members with extensive educational experience in test design and psychometrics. The membership will need to include individuals with a history of working with CDE as testing experts. **All advisory members who participate will need to have the approval of CDE and SBE.** In addition, members of each group must reflect a range of specialized skills in testing and test development. The successful bidder will need to anticipate that at least three members of each of the advisory groups will reside out-of-state.

The bidder will need to ensure that the STAR, GSE, and CAHSEE technical experts have combined experiences and training that cover the following:

- Dealt with the problems and issues associated with large-scale assessment programs that can include consulting with the national government and individual states.
- Have a national and/or international reputation for doing research on a variety of psychometric issues that include test performance level setting, test calibration, educational research that addresses curriculum implementation and testing, as well as being widely published in these areas.
- Have experience in directing and coordinating testing programs and can represent the perspective and viewpoint of district practitioners on issues and problems associated with large-scale assessment programs.

The bidder will need to ensure that the CELDT technical experts have combined experiences and training that cover the following:

- Dealt with the problems and issues associated with large-scale English-learner assessment program that can include consulting with national government and individual states.
- Have a national and/or international reputation for doing research on psychometric issues associated with assessing English-learner students' English language proficiency.
- Have experience in directing or coordinating English-learner programs and can represent the perspective and viewpoint of district practitioners on issues and problems associated with measuring English-learner English language proficiency.
- Have a specialized knowledge and research experience in applied linguistics areas that address second language learning in general with a specific focus on English language acquisition.

Test Policy Experts Group

The Test Policy Experts group will provide expertise on the policy implications for large-scale assessments. Therefore, the Test Policy Experts group can provide insights on the political, logistical, and structural problems associated with implementing a large-scale assessment

program. **All advisory members who participate will need to have the approval of CDE and SBE.**

The bidder will need to ensure that Test Policy Experts have combined experiences and training that cover the following:

- Dealt, as practitioners, with the problems and issues associated with large-scale assessment programs and can represent the perspective and viewpoint of state or national testing directors.
- Have a national and/or international reputation as a psychometrician that include test performance level setting and test calibration as well as having applied those specialized skills in advising state boards of educations, state superintendents of public instruction, and national testing directors about large-scale testing programs.

To demonstrate responsiveness to this task, the proposal must include a detailed plan that explains:

1. How the five test advisory groups (each of which is to be composed of six to eight members) will be organized and managed.
2. How each group will address current issues and concerns relative to its respective testing areas, and how they will develop recommended courses of action and present the contents of these discussions in their respective advisory group reports.
3. How the bidder intends to ensure that participants in each advisory group include the appropriate mix of skills and experiences needed for each advisory group.
4. How the bidder intends to arrange for working group meetings (four-six per year for each group) and manage related administrative activities.

3.2 Project Activities

- a. Progress Reports** – The successful bidder must produce quarterly progress reports, providing a status report for each relevant task and activity from the schedule and progress noted for each. These reports will indicate whether the contractor's progress is meeting the original specified timelines, as well as unanticipated outcomes or problems. The contractor will e-mail the quarterly report to CDE by noon Pacific Time (PT) on the last Friday of each quarter and mail a signed original.
- b. Management Meetings** – The successful operation of the project will require quarterly meetings between the contractor and CDE staff. Additional meetings may be requested by CDE or the contractor as needed. The quarterly meetings will ordinarily take place at CDE headquarters, but meetings may also be convened at the contractor's office or other locations upon mutual agreement. The contractor and any subcontractors will be responsible for the cost of sending their respective staff to the quarterly meetings.
- c. Minutes and Records** – The successful bidder must take minutes and record the list of participants from management meetings and technical working groups. If any work tasks are outlined in the minutes, the person(s) responsible for these tasks and the target completion dates must be identified in the minutes as well. A debriefing session and summary reports are expected within one week of each meeting, and all advisory group reports and related

documentation are due within two weeks of each meeting. The contractor also agrees to maintain the minutes and records of all meetings for a period of not less than five (5) years after final payment of the contract.

The proposal must include a Gantt chart that details the tasks to be performed under the contract and specifically identifies the tasks required in Section 3.2.

4. GENERAL PROPOSAL INFORMATION

4.1 Bidder Eligibility

Public or private corporations, agencies, organizations, or associations may submit proposals in response to this RFP with at least three years of current experience in providing technical and communications support for institutions with large-scale assessment programs.

In compliance with Public Contract Code section, 10365.5, no person, firm, or subsidiary thereof that is awarded this contract, (nor any sub-contractor of more than 10 percent of the total monetary value of this contract), may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in this contract.

No person, firm, or subsidiary thereof that has a related contract, (nor any subcontractor of more than 10 percent of the monetary value of the related contract), may submit a bid for, nor be awarded the contract for this Proposal. Related contracts include, but are not limited to, all contracts for, the development, administration, or implementation of the development administration, or implementation of the CAHSE, the CELDT, the STAR (including the CAPA and SABE), and the GSE.

The bidder must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). Bidders must submit a current Certificate of Good Standing issued by the California Secretary of State (see RFP Section 5.2(i)). For information and to obtain the certificate, contact the Secretary of State at 1500 11th Street, Sacramento, CA, 95814. Allow sufficient time to obtain the certificate. It may take the Secretary of State's office two weeks or more to process your request.

With the exception of bidders whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships), bidders that are not fully incorporated and in good standing by the deadline for submitting proposals shall be disqualified.

If the bidder's legal status precludes incorporation, include a separate paragraph in the cover letter stating clearly the bidder's legal status.

4.2 Intent to Submit

The CDE will only accept proposals for which a faxed or mailed Intent to Submit form (Appendix I) has been received no later than 1:30 p.m. on **May 27, 2003**.

4.3 Definitions

- “Bidder” shall mean each and every public or private corporation, agency, organization, or association with experience in performing or overseeing the design and development of printed test materials and in test operations submitting a proposal by the acceptance deadline.
- “Subcontractor” shall mean each and every company selected by a bidder that is anticipated or proposed to perform work in support of the accomplishment of any portion of work described in this RFP.

4.4 Contract Funding and Time Period

Time Period

The CDE anticipates that the contract work described in this RFP shall begin approximately June 16, 2003, and continue through June 30, 2005. The beginning date of the contract is contingent upon final approval by the Department of General Services (DGS).

Funding

A maximum of \$1,200,000 is available for this contract. The allocation for the work described by this RFP is contingent upon continued funding through the annual budget process.

4.5 Cost of Preparing a Proposal

The costs for preparing and delivering the proposal are the sole responsibility of the bidder. The State of California will not provide reimbursement for any costs related to the bidder's involvement in the RFP process, including any travel expenses.

4.6 Questions and Clarifications

When asking questions about any section of this RFP, include the section number(s), page number(s), and the name, e-mail address, and telephone number of the requester. Please clearly state all questions.

Questions, requests for clarification, concerns, and/or comments from bidders related to the content of this RFP must be prepared in writing and directed to:

California Department of Education
Standards and Assessment Division
Attention: Vickie Evans

Only questions received via facsimile at (916) 319-0968 or e-mail VEvans@cde.ca.gov will be accepted. The deadline for questions to be included in the written Q&A is May 22, 2003 by 12:00 noon PT. CDE staff shall prepare written answers to questions by May 27, 2003 by 5:00 pm. PT. The written Q&A will be posted on CDE Web site and will be e-mailed to all parties that submitted an Intent to Submit form, provided the parties included an e-mail address.

All questions must be submitted in the manner specified above. Questions must be submitted only to Vickie Evans. No response will be provided for questions, requests for clarification, concerns, and/or comments from bidders related to the content of this RFP directed to anyone else or received after the deadline for questions, May 22, 2003, by 12:00 noon PT.

4.7 Time Schedule

<u>Activity</u>	<u>Deadlines</u>
Request for Proposals Released	May 13, 2003
Deadline for Questions	May 22, 2003 by 12:00 noon PT Standards and Assessment Division Attention: Vickie Evans Fax: (916) 319-0968 E-mail: VEvans@cde.ca.gov
Intent to Submit Due	May 27, 2003 no later than 1:30 p.m. PT in the Standards and Assessment Division 1430 N Street, Room 5408 Sacramento, CA 95814
Q&A Posted on CDE Website	May 27, 2003 by 5:00 p.m. PT
Proposals Due	June 2, 2003, received no later than 2:00 p.m. PT in the Standards and Assessment Division 1430 N Street, Room 5408 Sacramento, CA 95814
Proposal Review	June 3, 2003 to June 4, 2003
Bid Opening Date	June 5, 2003 3:00 p.m. PT 1430 N Street, Room 5408 Sacramento, CA 95814
Posting of Intent to Award	June 6, 2003 to June 12, 2003
Contract Start Date	June 16, 2003 (anticipated)

5. PROPOSAL SPECIFICATIONS

5.1 General Requirements

The proposal submitted must comply with all format and content requirements detailed in this section. All proposals must be clearly labeled on the outside of the envelope with the following proposal title:

**REQUEST FOR PROPOSAL
Technical Advisory Groups**

Each bidder must submit to CDE a Technical Proposal that describes its experience, its qualifications to conduct the required activities, and its approach to completing the tasks. Separately, each bidder must submit a Cost Proposal that describes the costs for completing the tasks. **One original and ten (10) copies of the Technical Proposal, along with all required attachments, are to be marked and boxed separately from the Cost Proposals. One original and ten (10) copies of the Cost Proposal must be sealed, marked, and boxed separately from the Technical Proposals. The Cost Proposal will NOT be opened unless the Technical Proposal has met the requirements of Step 1.**

Proposals sent by regular postal service, express courier, or otherwise hand delivered must be directed to CDE at the following address:

California Department of Education
Standards and Assessment Division
Technical Advisory Groups
1430 N Street, Room 5408
Sacramento, CA 95814
Attention: Vickie Evans

The submission, consisting of both the Technical Proposal and the Cost Proposal, must be received in CDE Standards and Assessment Division in Room 5408 on or before June 2, 2003 no later than 2:00 p.m. PT. It is the bidder's responsibility to ensure that the submission reaches the Standards and Assessment Division office in Room 5408 by the deadline.

Transmission by electronic mail (modem/internet) or facsimile (fax) will not be accepted.

Proposals not received at the address/location noted above (that is, in the Standards and Assessment Division in Room 5408) by the date and time specified, will not be accepted and shall be returned to the sender marked "LATE RESPONSE."

NOTICE REGARDING PUBLIC DOCUMENTS

The successful bidder's Technical Proposal, along with the Cost Proposal, will be incorporated into the final contract, which is a public document. All bidders' Technical Proposals and Cost Proposals that advance to bid opening will also be considered to be public documents. (Government Code Section 6250 et seq.)

The terms and conditions within the State's proposed agreement as set forth herein are not negotiable. In the event you submit a proposal that in any way deviates, alters, modifies or otherwise qualifies any of the terms herein, such act will constitute a basis for rejection of your proposal.

5.2 Technical Proposal Sections

Each submission will consist of two separately packaged proposals: a Technical Proposal and a Cost Proposal. All information necessary to judge the technical soundness and the management capabilities of the bidder must be contained in the Technical Proposal.

Bidder shall NOT include any budget, price, or financial information in any section or required attachment of the Technical Proposal. Cost information included in any section or required attachment to the Technical Proposal will result in automatic disqualification and removal of a proposal from further review. Any dollar figures must be redacted before the proposal is submitted to CDE.

Bidders are required to follow the Technical Proposal format and content requirements detailed in this section. Bidders must submit a Technical Proposal that addresses in detail technical and communication tasks.

The Technical Proposal must be presented in a narrative format demonstrating the ability to meet all qualifications, requirements, and standards specified in this RFP. The Technical Proposal must be clearly organized and easy to follow. ALL pages of the proposal, including pages with charts, must be numbered sequentially. The proposal must use the specific staffing titles used in this RFP, so that reviewers can easily identify the presence of required materials. Other staff titles may be included as appropriate. The proposal must be submitted in this order and no additional sections may be included.

The bidder must prepare a proposal that addresses all the following sections below. Do not attach pamphlets, letters of support (except from any proposed subcontractors), or other items that are not specifically requested for the Technical Proposal. **Any additional sections or materials not specifically requested in this RFP will not be reviewed.** The Cover Letter must clearly:

- A. Identify any proposed subcontractors and their primary duties.
- B. Indicate the bidder's commitment to the successful accomplishment of the project.

- C. Present a short summary of the bidder's qualifications and unique strengths related to project tasks.
- D. Acknowledge that the rights to any report, computer program, documentation for programs, data, tests, test items, or other material developed by the contractor or its subcontractors in connection with this agreement shall belong to CDE.
- E. Attest to the bidder's eligibility in terms of being legally constituted and qualified to do business in California per Section 4.1 of this RFP, including reference to submission of a current Certificate of Good Standing, if applicable. Use the bidder's true corporate name, indicate any fictitious name under which the organization is doing business ("doing business as"), or, in the case of an entity whose legal status precludes incorporation, clearly state the bidder's legal status in a separate paragraph.
- F. Identify acceptance of the contract terms and requirements as specified in Section 7 of this RFP.
- G. The authorized representative must sign, preferably in blue ink, the cover letter contained in the Original Technical Proposal, and certify that he or she is authorized to make the offer on behalf of the organization. A copy of the cover letter must be included in each copy of the Technical Proposal.

II. Table of Contents -- The Table of Contents must identify, by page number, all the section headings.

III. Executive Summary -- The Executive Summary must:

- A. Present an overview of the plan for providing the services and products described in Section 3 of this RFP.
- B. Identify and discuss the key developmental issues to be faced in the implementation of the proposed plan.

IV. Work Plan -- The Work Plan must describe, in detail, the tasks and activities to be undertaken in order to accomplish the purpose of the project and produce the required final products. This section of the proposal must include a clear and detailed plan to manage and accomplish the scope of work as specified in Section 3 of this RFP. A Gantt chart must be provided that depicts the timeline for all major tasks and subtasks, including deliverables, key activities, and the person(s) directly responsible. Do not include any dollar figures in the Technical Proposal. The Work Plan must be organized using a numbering system and headings.

V. Management and Staffing -- The Management and Staffing section must present a plan for the internal management of contract work that ensures accomplishment of the tasks. For a successful outcome, this project requires an effective management system that enables the contractor to complete tasks on schedule and within budget. The management system must include clearly identified procedures for:

- A. Managing project personnel, subcontractors, and tasks;
- B. Ensuring adherence to schedule and deadlines;
- C. Ensuring high-quality products and outcomes;
- D. Identifying potential problems early;
- E. Maintaining close communication with CDE; and
- F. Controlling project expenditures.

This section of the Technical Proposal must demonstrate that an effective management team will be established to successfully accomplish the required work. At a minimum, the management team must be composed of a Project Manager and Fiscal Manager. The Technical Proposal must identify the individuals proposed to fill professional positions and their assigned duties. There must be sufficient detail to allow an evaluation of the person's competency, experience, and expertise.

This section of the proposal must identify all proposed subcontractors and their assigned duties. Subsidiaries that are separately incorporated must be clearly identified as such and must be treated as subcontractors.

The bidder must submit letters of agreement from proposed subcontractors. Do not include any subcontractor rate information in the Technical Proposal. If rates are included in any materials that will be submitted as part of the Technical Proposal, the rates must be redacted before the material is included in the proposal. **IF RATES APPEAR IN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.**

VI. Related Experience of Proposed Staff and Subcontractors – Information included in this section of the proposal must describe the bidders and any subcontractor's capacity, experience, and ability to perform and administer all tasks related to this RFP.

This section of the Technical proposal must include vitae for the bidder's management team and other proposed professional staff, including subcontractors.

The vitae must show the years of relevant experience by stating the beginning and ending dates for all positions listed, depth of qualifications, training, and experience. Primary areas of expertise must be clearly described. All staff must have qualifications appropriate for the tasks they are to perform. Vitae of proposed staff must document all related experience: educational background, publications, and roles played in related projects.

- The Project Manager must have a minimum of three (3) years of current leadership experience in managing and running large-scale testing or curriculum projects and dynamic supervisory experience.

- The Fiscal Manager must have a minimum of three (3) years experience managing projects of similar complexity (two of which must be within the last three years). This experience must be clearly indicated in this section of the RFP.

To plan, conduct, and complete the work successfully, bidders must provide a staff that has technical expertise, knowledge, and experience in the following areas:

1. Providing technical and communication support to institutions running large-scale assessment programs;
2. Communicating effectively both orally and in writing;
3. Using negotiation skills effectively with subcontractors;
4. Providing technical skills in the implementation of a large-scale testing program and having a working knowledge of professional testing standards and practices.

VII. Related Organizational Experience and Capacity -- The bidder must have capabilities and experience in the following areas:

A. Providing direct technical support in testing and curriculum that includes in-depth consultation on test development and psychometric characteristics of tests.

B. Working closely with education leaders and organizations, state and local school administrators, teachers, assessment specialists, researchers, state and local curriculum specialists, organizations with experience in K-12 education and institutions of higher education.

The proposal must include short abstracts of related work performed by the bidder that clearly identify the names of staff members who were participants. The bidder must include one (1) copy of a sample research study or technical analysis.

VIII. References -- This section must include at least five (5) detailed client references for the bidder relevant to the scope and complexity of the services required by this RFP. These references must include a description of the services performed, the date of these services, and the name, address, and telephone number of the client reference.

IX. Attachments -- This section must include the following completed documents:

- A. The Nondiscrimination Compliance Statement (Std. 19) must be signed and dated with an original form signed, preferably in blue ink, in the Original Technical (attached to this RFP as Attachment 1).
- B. The Small Business Preference Sheet must be completed, with an original signed, preferably in blue ink, in the Original Technical Proposal (attached to this RFP as Attachment 2). If the preference is being claimed, a copy of the certification letter from the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) must be included.

- C. The State Drug-Free Workplace Certification must be signed and dated with an original form signed, preferably in blue ink, in the Original Technical Proposal (attached to this RFP as Attachment 4).
- D. A current original Certificate of Good Standing issued by the California Secretary of State, if applicable. See Section 4.1.

5.3 Cost Proposal (Separate sealed envelope, clearly marked as indicated below)

Do NOT package any non-cost proposal materials in the Cost Proposal package – CDE will NOT open a sealed Cost Proposal package for any reason during the Technical Proposal review process.

I. Cover Sheet -- The first page of the Cost Proposal must be a Cover Sheet. Only the Cover Sheet will be read at the bid opening. The Cover Sheet must indicate the TOTAL amount of the bid for the overall contract without any cost breakdowns. The Cover Sheet should state:

“The [name of bidder] proposes to conduct the work associated with technical support for \$ _____.”

The contract will be awarded to the lowest responsible bidder meeting the requirements of the evaluation process (see Section 8 of this RFP). The resulting contract will be a Cost Reimbursement contract based on the Cost Proposal submitted and actual expenses documented for payment.

Note that your total contract bid amount is for all tasks specified in the Scope of the Project and all related overhead or indirect costs. No direct or indirect cost of carrying out the project shall be omitted and no amendments to the bid amount submitted in the Cost Proposal will be allowed. Contract amendments will only apply in the following cases: (1) CDE requests additional new work outside the scope of this RFP, (2) there is a change in the scope based on SBE action, or (3) there is a change in scope based on legislative action. Sole source approval by the DGS, Office of Procurement is required before CDE can prepare the amendment. The amendment must be approved by the DGS, Office of Legal Services.

II. Cost Proposal -- The Cost Proposal must contain a detailed line-item budget for completion of the work outlined in the Technical Proposal. The Cost Proposal must be broken down by task and by month. The Cost Proposal must provide a clear computation and explanation of all rates, including indirect cost detail (i.e., an explanation of the rate and identification of all included costs).

The Cost Proposal must include the following components:

- A. Cost breakdown by tasks and major activities by month and by state fiscal year for all labor cost detail, including hourly or billing rates for all personnel and the total number of hours projected for this project.
- B. Cost breakdown of all operating expense detailed by tasks and major activities.

- C. Cost breakdown of fixed costs for all aspects of technical and communications support.
- D. Separately identified overhead/indirect costs supported by indirect cost detail.
- E. Summary of total costs by tasks and major activities and the overall total for the entire project.
- F. Any subcontractor expenses must be displayed in the same detailed manner as the preceding breakdown(s).

All travel costs must not exceed those established for CDE's nonrepresented employees, computed in accordance with, and allowable pursuant to, applicable Department of Personnel Administration regulations (See Attachment 5).

The outside of the sealed envelope containing the Cost Proposal bid information must read:

**REQUEST FOR PROPOSAL
TECHNICAL SUPPORT
Cost Proposal for Competitive Bid
Do not open before June 5, 2003 at 3:00 p.m. PT**

III. Review of Cost Proposal -- CDE staff in the Standards and Assessment Division will review the Cost Proposals for compliance with the standards and requirements in this RFP. The Cost Proposals are not scored.

In the event of a two-way (or more) tie, the method that shall be used as a "tie-breaker" will be to place the names of the bidders in a container to be randomly drawn. The first name drawn will be the proposed awardee.

6. MONITORING ACTIVITIES

CDE and all authorized state control agencies must have access to all internal and external reports, documents, data, and working papers used by the contractor and subcontractors in the performance and administration of this contract. CDE shall have the right to monitor all aspects of the contractor's performance.

The contractor must provide all duly authorized representatives of CDE or the State with full access to any and all contractor and subcontractor procedures relevant to the tasks outlined in the scope of the project.

CDE Project Monitor and the contractor's Project Manager must communicate on a monthly basis, as needed and scheduled by CDE, to review progress and performance. The review criteria will include, but not be limited to, problems encountered under the contract, future performance under the contract, and any other subject(s) relating to completion of tasks under

this contract. A monthly progress report, as described in Section 3.2, must be prepared by the contractor, submitted to CDE for review, and finalized and distributed by the contractor as requested by CDE.

The Gantt chart included in the proposal will also serve as a monitoring document to assure timely completion of tasks as scheduled. Since the schedule may need revision and updating during the contract period, the contractor must confer with CDE when changes are anticipated and provide an updated version of the schedule in writing before changes are implemented. Two (2) copies of any updated schedule must be submitted thirty (30) days in advance for approval. CDE shall respond in writing to each updated schedule within ten (10) business days of receipt.

With each invoice for reimbursement, the contractor must attach a written progress report including a summary of activities completed, a list of deliverables produced, and outstanding issues for decision by CDE. Additionally, each invoice must present line-item and task detail.

The contractor must retain and update all records and accounts on a monthly basis and must be able to prepare and submit statistical, narrative, financial and/or program reports and summaries related to this contract as requested by CDE.

Unless otherwise requested by CDE, the contractor must prepare reports and summaries in the format herein described. The contractor's name must appear only on the cover and title page of reports and summaries. Covers and title pages must read as follows:

California Department of Education
Standards and Assessment Division
(Title of Report or Summary)
by (Contractor's Name)
Contract # _____

Date

The State reserves the right to use and reproduce all reports, summaries, and data reports developed pursuant to this agreement.

7. CONTRACT TERMS AND REQUIREMENTS

7.1 Compensation

Payment(s) shall be made in arrears, on a monthly basis, upon satisfactory completion of each identified task and receipt of an itemized invoice (see Section 6 of this RFP) and a hard-copy progress report of activities with original signature. The State shall retain from each payment an amount equal to ten (10) percent of the payment. Release of the ten (10) percent is contingent upon the satisfactory completion of all tasks. Final payment shall not be made until acceptance of all contracted work and completion of a Contract/Contractor Evaluation (Standard 4 form) by the CDE Project Monitor.

Surplus funds from a given line item of the budget, up to ten (10) percent of that line item, may be used to defray allowable direct costs under other budget line items with prior written CDE approval. Any budget line item change of more than ten percent requires a contract amendment and approval by the Department of General Services. **Changes cannot be made which increase the rates of reimbursement.**

Travel costs shall be reimbursed at rates not to exceed those established for CDE's non-represented employees, computed in accordance with, and allowable pursuant to, applicable Department of Personnel Administration regulations (see Attachment 5).

7.2 Staff Replacements

The contractor must obtain prior approval from CDE Contract Monitor before changing professional project personnel.

7.3 Ownership of Materials, Patents, Copyrights, Trademarks, and Trade Secrets

All materials developed under the terms of this agreement shall become the property of CDE. CDE reserves the exclusive rights to copyright such material, and to publish, disseminate, and otherwise use materials developed under the terms of this agreement. Copyright for CDE must be noted on all materials produced for the purposes of this contract. The contractor acknowledges that the rights to any report, computer program, documentation for programs, data, tests, test items, or other material developed by the contractor or its subcontractors in connection with this agreement shall belong to CDE. CDE acknowledges that any materials and proprietary computer programs previously developed by the contractor or its subcontractors shall belong to the contractor or its subcontractors.

The contractor warrants that it has secured or shall have secured any necessary rights, clearances, and/or licenses with respect to all materials and elements embodied in or used in connection with the performance of this contract, and that all included material shall neither violate nor infringe upon the copyright, service mark, trademark, privacy, creative, or other rights of any person, firm, corporation, or other third party. The contractor must provide CDE with documentation indicating a third party's permission for CDE to use the third party's materials, such as a reading passage excerpted from a book or short story or artwork, for eight (8) years.

CDE reserves the right to review any materials potentially for sale to determine if they are outside the scope of work. The contractor must seek review and approval from CDE before proceeding to produce for sale any materials related to this contract.

7.4 Retention of Records

The contractor must maintain all accounting records and other evidence pertaining to costs incurred, with the provision that the contractor must keep them available during the contract period and thereafter for five (5) full years from the date of the final payment. The contractor shall keep all compliance forms for inspection during the term of the contract and for five (5) years thereafter. CDE and its designees shall be permitted to audit, review, and inspect the contractor's activities, books, documents, and papers.

7.5 . Ownership and Disposition of Equipment

Equipment purchased under the provisions of the contract is the property of the State and shall be used for its intended purpose during the term of this agreement. An inventory of all equipment purchased under the contract shall be maintained and provided to CDE. After termination of the agreement, equipment shall be disposed of in accordance with instructions from CDE.

7.6 National Labor Relations Board Certification

By signing the contract, the contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of the National Labor Relations Board (not applicable to public agencies).

7.7 Anti-trust Claims (Government Code sections 4552-4554)

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it must have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and must, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee must, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or must have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

7.8 Recycled Paper Certification (Public Contract Code Sections 10308.5/10354)

By signing the contract, the contractor agrees to certify in writing to CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both postconsumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of the contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The contractor must certify that the product contains zero recycled content.

7.9 Air or Water Pollution Violations (Government Code Section 4477)

By signing the contract, the contractor swears under penalty of perjury that the contractor is not: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control District; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibition; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. This provision does not apply to public agencies.

7.10 Child Support Compliance Certification (Public Contract Code Section 7110)

By signing this agreement, the contractor acknowledges that (a) it recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code; and (b) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7.11 Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

7.12 Prohibition Against Outside Agreements

The contractor and subcontractor(s) must not enter into agreements related to products and/or services of this contract without the prior approval by the State, through CDE, of a work proposal and budget for the work proposed.

7.13 Confidentiality

All financial, statistical, personal, technical, and other data developed or utilized by the contractor in carrying out this contract must be protected by the contractor from unauthorized use and disclosure. If the methods and procedures employed by the contractor for the protection of the data and information are deemed by CDE to be inadequate, CDE, in cooperation with the contractor, shall specify the procedures to be followed. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is lawfully obtained from third parties.

The contractor shall not disclose data or documents or disseminate the contents of data plans, documents, or reports without express written permission from the CDE Project Monitor.

Permission to disclose information or documents on one occasion, or public hearings held by CDE relating to the same, shall not authorize the contractor to further disclose such information or documents on any other occasion without the express written permission of the CDE Project Monitor.

Contractor shall not comment publicly to the press or any other media regarding its data or documents, or CDE actions on the same, except at a public hearing, or in response to questions from a legislative committee.

The contractor must immediately notify CDE if a third party requests or subpoenas data or documents related to this contract. Contractor must not release the data without CDE's approval.

7.14 Correspondence

Correspondence prepared by the contractor relating to the logistics of tasks to be performed by the contractor under the scope of work of this contract or correspondence of an informational nature related to the program supported by this contract which is prepared by the contractor must be reviewed by CDE prior to mailing or distribution.

As a standard business practice, the contractor must "copy" the CDE Project Monitor on each final letter and memorandum prepared by the contractor under the scope of work of this contract.

CDE reserves the right to issue any correspondence regarding the technical advisory groups under CDE signature.

The contractor must provide CDE with three (3) business days to review and approve correspondence prepared by the contractor under the scope of work of this contract.

7.15 News Releases

The contractor and subcontractors must not issue any news releases or make any statement to the news media in any way pertaining to this contract without the prior written approval by CDE, and then only in cooperation with CDE.

7.16 CDE Approval of Deliverables

All approvals, orders for correction, or disapprovals from CDE must be in writing. If CDE rejects a deliverable or product as unacceptable, the contractor shall make required corrections within the time frame required by CDE.

Failure of the contractor to obtain prior CDE approval of deliverables or products shall not relieve the contractor of performing the related contract responsibilities and providing related required deliverables or products to CDE. The contractor must accept financial responsibility for failure to meet agreed-upon timelines and quality standards. CDE shall have no liability for payment of any work, of any kind whatsoever, which commences without prior CDE approval.

7.17 Union Organizing and Activities

- a. By signing this agreement the contractor hereby acknowledges the applicability to this agreement of Government Code Section 16645 through Section 16649.
 - 1. Contractor will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
 - 2. No state funds received under this agreement will be used to assist, promote, or deter union organizing.
 - 3. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
 - 4. If the contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, the contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs. The contractor shall provide these records to the Attorney General upon request.
- b. The Contractor hereby certifies that no request for reimbursement or payment under this agreement will seek reimbursement for costs incurred to assist, promote, or deter union organizing.

7.18 Standard Agreement Provisions

If awarded the contract, the successful bidder must accept the provisions on the reverse side of the Standard Agreement (Std. 2 form) without exception. The provisions are as follows:

- a. The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- b. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- c. The State, through CDE, may terminate this agreement and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

- d. Without the written consent of the State, this agreement is not assignable by the Contractor either in whole or in part.
- e. Time is of the essence in this agreement.
- f. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

The consideration to be paid the Contractor, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. EVALUATION PROCESS

Each proposal shall be evaluated to determine responsiveness to the format, content requirements, and standards as described in this RFP. CDE reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this RFP. The selection process complies with the requirements for competitive bidding in the State Public Contract Code section 10344(b) requiring prospective bidders to submit their Technical Proposals and Cost Proposals in separate sealed envelopes or packages.

Following the time and date for receipt of proposals, each technical proposal shall be opened and evaluated using a two-step process.

Step I consists of three parts. Step I, Part 1 addresses the proposal's adherence to format and content requirements. Step I, Part 2 addresses the minimum qualifications of the bidder, the proposed management team, and project coordinators for the subcontractors. Proposals shall be evaluated on a yes/no basis for all criteria in the first two parts of Step I. Receipt of a "no" on any item shall result in elimination of the proposal from further consideration.

Step I, Part 3, Technical Evaluation, shall yield numeric score ratings. A review panel using a consensus process will rate each proposal on the criteria described in Step I, Part 3. A minimum of 95 out of 105 points is required for a proposal to be advanced to the bid opening.

Step II of the process is the public opening of the envelope containing the cost/price information. Only those proposals passing the first step of the process shall have their envelopes opened and read.

The public opening of the Cost Proposals for those proposals passing Step 1 shall be held at:

**June 5, 2003, 3:00 PM at the
California Department of Education
Standards and Assessment Division
1430 N Street, Room 5408
Sacramento, California**

The Small Business Preference shall be computed if required documentation is included in the proposal and adjustments to bid prices shall be made accordingly. The contract shall be awarded to the lowest responsible bidder meeting the specifications as described above.

The notice of the proposed award shall be posted for five (5) business days beginning June 6, 2003, on the first floor of CDE, 1430 N Street, Sacramento, California, and on the CDE Web site at <http://www.cde.ca.gov>. During the same period, proposals and rating sheets shall be available for public inspection at CDE, Standards and Assessment Division, 1430 N Street, Room 5408, Sacramento, CA, 95814, during normal business hours. After the five-day notice has been completed, the proposed awardee shall be formally notified by mail.

9. CONTRACT AWARD PROTEST PROCEDURES

If, prior to the formal award, any bidder files a protest with DGS against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Within five (5) days after filing the protest, the protesting bidder shall file with the DGS a full and complete written statement specifying the grounds for the protest. Protests shall be limited to those specified in Public Contract Code section 10345 (Attachment 3 describes the protest procedures to be followed by a bidder filing a protest).

10. FORMAT REQUIREMENTS AND EVALUATION CRITERIA

Bidder's Name: _____

Step I, Part 1—Adherence to Proposal Requirements. This step is rated on a yes/no basis and receipt of a “no” on ANY of the following shall result in elimination of the proposal from further consideration and review.

- ☐ yes ☐ no 1. Bidder submitted one (1) original and ten (10) copies of the Technical Proposal by 2:00 P.M. on June 2, 2003, to the Standards and Assessment Division, Room 5408.
- ☐ yes ☐ no 2. The Table of Contents identifies all the required sections and subsections with corresponding page numbers.
- ☐ yes ☐ no 3. Bidder submitted the Cost Proposal in a separate, sealed envelope or package by **2:00 P.M. on June 2, 2003**, to the Standards and Assessment Division, Room 5408.
- ☐ yes ☐ no 4. No budget, price, or financial information is included in any section or required attachment of the Technical Proposal.
- ☐ yes ☐ no 5. Required forms submitted with each copy of the Technical Proposal (check each one submitted).
- ☐ yes ☐ no a. Nondiscrimination Compliance Statement (Attachment 1) completed with an original signature (preferably in blue ink) on the form included in the Original Technical Proposal.
- ☐ yes ☐ no b. Small Business Preference Sheet (Attachment 2) completed (preferably in blue ink) and a copy of the OSDC certification letter included in the Technical Proposal if the preference is being claimed or date of application indicated if not yet certified.
- ☐ yes ☐ no c. State Drug-Free Workplace Certification (Attachment 4) completed with an original signature (preferably in blue ink) on the form included in the Original Technical Proposal.
- ☐ yes ☐ no ☐ NA d. Current original Certificate of Good Standing issued by the California Secretary of State included in Original Technical Proposal.

Cover Letter

- ☐ yes ☐ no a. Identify any proposed subcontractors and their primary duties.
- ☐ yes ☐ no b. Indicate the bidder's commitment to the successful accomplishment of the project

- ☐ yes ☐ no c. Present a short summary of the bidder's qualifications and unique strengths related to project tasks.
- ☐ yes ☐ no d. Acknowledge that the rights to any report, computer program, documentation for programs, data, tests, test items, or other material developed by the contractor or its subcontractors in connection with this agreement shall belong to CDE.
- ☐ yes ☐ no e. Attest to the bidder's eligibility in terms of being legally constituted and qualified to do business in California per Section 4.1 of this RFP, including reference to submission of a current Certificate of Good Standing, if applicable. Use the bidder's true corporate name, indicate any fictitious name under which the organization is doing business ("doing business as"), or, in the case of an entity whose legal status precludes incorporation, clearly state the bidder's legal status in a separate paragraph.
- ☐ yes ☐ no f. Identify acceptance of the contract terms and requirements as specified in Section 7 of this RFP.
- ☐ yes ☐ no g. The authorized representative must sign, preferably in blue ink, the cover letter contained in the Original Technical Proposal, and certify that he or she is authorized to make the offer on behalf on the organization. A copy of the cover letter must be included in each copy of the Technical Proposal.

Executive Summary

- ☐ yes ☐ no a. Presents an overview of the plan for providing the services and products described in the Section 3 of this RFP.
- ☐ yes ☐ no b. Identifies and discusses the key developmental issues to be faced in the implementation of the plan.

Work Plan

- a. Uses the following section headings to address subtasks and activities:

Task 1 – Technical Advisory Groups for STAR, GSE, CAHSEE, CELDT and Test Policy Experts

- ☐ yes ☐ no 1a – Group Organization
- ☐ yes ☐ no 1b – Address Current Issues

☐ yes ☐ no 1c – Group Selection

☐ yes ☐ no 1d – Arrange for working Group Meetings

Task 2 – Project Activities

☐ yes ☐ no 2a – Progress Reports

☐ yes ☐ no 2b – Management Meetings

☐ yes ☐ no 2c – Minutes and Records

☐ yes ☐ no 2d - Gantt Chart

Management and Staffing

a. The management system is described and addresses the following procedures.

☐ yes ☐ no 1. managing project personnel, subcontractors, and tasks;

☐ yes ☐ no 2. ensuring adherence to schedule and deadlines;

☐ yes ☐ no 3. ensuring high-quality products and outcomes;

☐ yes ☐ no 4. identifying potential problems early;

☐ yes ☐ no 5. maintaining close communication with CDE; and

☐ yes ☐ no 6. controlling project expenditures.

☐ yes ☐ no b. Indicates all proposed subcontractors and their assigned duties.

☐ yes ☐ no c. Provides letters of agreement from proposed subcontractors.

Related Experience of Proposed Staff and Subcontractors

☐ yes ☐ no a. Provides vitae for the bidder's (including the bidder's sub-contractors) management team, including but not limited to, the Project Manager and Fiscal Manager.

☐ yes ☐ no b. The Project Manager must have a minimum of three (3) years of current leadership experience in managing and running large-scale testing or curriculum projects and dynamic supervisory experience.

☐ yes ☐ no c. The Fiscal Manager must have a minimum of three (3) years experience managing projects of similar complexity (two of which must be within the last three years.) The experience must be clearly indicated in the RFP.

Related Organizational Experience and Capacity

- ☐ yes ☐ no a. Describes the bidder's past experience in conducting projects that encompass technical and communications support.
- ☐ yes ☐ no b. Provides short abstracts of related work performed by the bidder which clearly identify the names of staff members who were participants.
- ☐ yes ☐ no c. Provides at least one (1) copy of a sample research study or technical analysis developed by the bidder.

References

- ☐ yes ☐ no a. Identifies at least five (5) detailed client references for the bidder, including the name, address, and telephone number of the client reference.
- ☐ yes ☐ no b. Specifies the services performed for each of the five (5) client references.

Step I, Part 2—Bidder Eligibility This step is rated on a yes/no basis and receipt of a "no" on ANY of the following shall result in elimination of the proposal from further consideration and review.

- ☐ yes ☐ no 1. The bidder must be a public or private corporation, agency, organization or association and be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). With the exception of bidders whose legal status precludes incorporation, bidders that are not fully incorporated by the deadline for submission shall be disqualified.
- ☐ yes ☐ no ☐ NA Corporation or LLC submitted current original Certificate of Good Standing.
- ☐ yes ☐ no ☐ NA Statement of other legal status that precludes incorporation is clearly stated in cover letter.
- ☐ yes ☐ no ☐ NA 2. The bidder must have at least three (3) years of experience in providing technical support to institutions running large-scale assessment programs. This experience must be clearly indicated in the RFP.
- ☐ yes ☐ no ☐ NA 3. The bidder must have at least three (3) years experience managing projects of similar complexity (two of which must be within the last three years.) This experience must be clearly indicated in the RFP.
- ☐ yes ☐ no ☐ NA 4. The bidder must have at least three (3) years in providing direct technical support in testing and curriculum that includes in-depth consultation test development and psychometric characteristics of tests. This experience must be clearly indicated in the RFP.

- ☐ yes ☐ no ☐ NA 5. The bidder must have experience working closely with education leaders and organizations, state and local school administrators, teachers, assessment specialists, researchers, state and local curriculum specialists, organizations with experience in K-12 education and institutions of higher education. This experience must be clearly indicated in the RFP.
- ☐ yes ☐ no ☐ NA 6. The proposal must include short abstracts of related work performed by the bidder that clearly identify the names of staff members who were participants. The bidder must include one (1) copy of a sample research study or technical analysis.

RFP SCORING FORM

Step 1—Technical Evaluation

A review panel will be convened to evaluate the following subtasks using a consensus process. All the proposal section subtasks, except those associated with the Table of Contents and attachments, will be evaluated. A minimum of 95 out of 105 points is required for a proposal to be advanced to the bid opening.

Bidder's name: _____

Cover Letter

1. Cover Letter 1 possible point	Score
a. The quality of the bidder's qualifications and unique strengths related to project tasks. (1 point)	

Quality and Feasibility of the Executive Summary

2. Executive Summary 4 possible points	Score
a. The quality of the overview of the plan for providing the required services and products. (2 points)	
b. The quality of the discussion of key developmental issues to be faced in the implementation of the plan. (2 points)	

Technical Quality and Feasibility of the Work Plan

3. Task 1 – Technical Advisory Groups for STAR, GSE, CAHSEE, CELDT, and Test Policy Experts 45 points possible	Score
a. The quality and thoroughness of the response which reflects an understanding of California's needs in this area related to the activities of the five testing advisory groups. (15 points)	

b. The extent to which panel members represent a wide array of testing and/or curriculum expertise, as well as experience working with CDE and SBE. (15 points)	
c. The extent to which the advisory groups will be organized, conducted, and managed effectively. (15 points)	

Adequacy of Management and Staffing Plan

4. Management and Staffing 25 possible points	Score
a. The extent to which the bidder provides for an effective management system that will enable the contractor to complete tasks on schedule and within budget. (10 points)	
b. The quality and adequacy of the proposed management team responsible for each major task. (10 points)	
c. The adequacy of the proposed subcontractors to conduct assigned duties. (5 points)	

Quality of Proposed Staff

5. Related Experience of Proposed Staff and Subcontractors 10 possible points	Score
a. The qualifications of the proposed subcontractors with respect to the tasks to be performed. (5 points)	
b. The quality of the technical skills of the management team and other key personnel. (5 points)	

Organizational Capacity

6. Related Organizational Experience and Capacity 15 possible points	Score
a. The quality of the organizational capacity based on the short abstracts of related work performed by the bidder. (5 points)	
b. The quality of the bidder's and each subcontractor's facilities and equipment. (5 points)	

c. The quality of the sample technical and communications materials (5 points)	
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References

7. References 5 possible points	Score
a. The quality of the client references with respect to the scope and complexity of the services required by this RFP. (5 points)	
TOTAL POINTS	